

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: RFP-600521-09/BJC - On-Site/Near-Site Medical Clinic

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Betsy Cohen

EXT: 7112

MOTION/RECOMMENDATION:

Staff is requesting direction from the Board related to the award of RFP-600521-09/BJC - On-Site/Near-Site Medical Clinic to CareHere LLC, Brentwood, TN and to the negotiated agreement.

County-wide

Ray Hooper

BACKGROUND:

RFP-600521-09/BJC will provide for a near-site medical clinic (The Clinic) for its employees, retirees and dependents enrolled in the Seminole County Employee Health Benefit Plan, to include, but not limited to, primary care and preventative medicine. Those participants will have the option to use the clinic or their personal physician. The Applicant must comply with all guidelines and regulations set forth in the Health Insurance Portability and Accountability Act (HIPAA).

This project was publicly advertised and the County received five (5) proposals in response to the solicitation. On April 21, 2009, the Risk Management Executive Committee (RMEC), which is comprised of Chairman Bob Dallari; Commissioner Michael McLean; Commissioner Carlton D. Henley; Cynthia Coto, County Manager; Joseph Forte, Deputy County Manager; and Director of Administrative Services - Frank Raymond – Chair, heard presentations from all five (5) Proposers, listed in alphabetical order: Care ATC, Inc., Tulsa, OK; CareHere, LLC, Brentwood, TN; IMC Healthcare, Inc., Jacksonville, FL; Total Health Management, Maitland, FL; and WeCare TLC, LLC, Lake Mary, FL.

On August 25, 2009, the Board of County Commissioners authorized staff to negotiate a contract with CareHere, LLC. The negotiated agreement is included in the backup documents.

STAFF RECOMMENDATION:

Staff is requesting direction from the Board related to the award of RFP-600521-09/BJC - On-Site/Near-Site Medical Clinic to CareHere LLC, Brentwood, TN, and to the negotiated agreement.

ATTACHMENTS:

1. Tabulation Sheet
2. CareHere Agreement

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

B.C.C. - SEMINOLE COUNTY, FL RFP TABULATION SHEET

RFP NUMBER: RFP-600521-08/BJC
RFP TITLE: On-Site/Near-Site Medical Clinic
DUE DATE: January 14, 2009 at 2:00 P.M.

ALL RFP'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY RFP'S RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

Page 1 of 1

Care ATC, Inc. PO Box 470839 Tulsa, OK 74147-0839 (800) 993-8244 – Phone (918) 779-7425 – Fax Tom Rogers	CareHere, LLC 215 Jamestown Park Dr, #204 Brentwood, TN 37027 (615) 221-5901 – Phone (775) 259-8354 – Fax Ernest Clevenser	IMC HealthCare, Inc. 9143 Philips Highway, #535 Jacksonville, FL 32256 (800) 878-1702 – Phone (904) 519-5455 – Fax Don Stubbs	Total Health Management 901 N Lake Destiny Rd, #400 Maitland, FL 32751 (407) 200-2862 – Phone (407) 200-2864 – Fax Scott C. Brady, MD	WeCare TLC, LLC 120 International Pkwy, #216 Lake Mary, FL 32746 (800) 941-0644 – Phone (407) 804-2971 – Fax Charles P. Licata
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EVALUATION FACTORS. The following criteria will be used in the evaluation of the proposals:

- ❖ Required submittals
- ❖ Size of clinic with detailed space requirements
- ❖ Recommended Clinical staffing model with justification for such
- ❖ Capital costs and Administration Fees Use required financial page Exhibit
- ❖ Approach, Methodology and Work Plan/Questionnaire
- ❖ Timing grid from start of project to acceptance of first client
- ❖ Communication Plan & Member Services
- ❖ Measurement Tools & Results
- ❖ Sample Contract
- ❖ Commission/Fee

Status:

Tabulated by Betsy J. Cohen, Procurement Supervisor (Posted 1/14/2009 @ 4:30 PM)

Evaluation Committee meeting: January 22, 2009 – 1:00 P.M. Administrative Services Conference Room

Risk Management Committee Meeting: March 24, 2009, immediately after the BCC morning session. Room #3024 County Services Building

Status: CareHere, LLC

BCC for approval of agreement: ~~10/27/2009; 11/10/2009 (Posted 10/9/2009 @ 9:00 AM);~~ 12/8/2009 (Posted 10/26/2009 @ 10:20 AM)

CAREHERE, LLC AND SEMINOLE COUNTY CLINIC AGREEMENT

THIS AGREEMENT is dated as of the day of the ____ day of _____ 20____, by and between and CAREHERE, LLC, a Tennessee limited liability corporation, whose address is 215 Jamestown Park Drive, Suite 204, Brentwood, Tennessee 37027, hereinafter called "CAREHERE", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY". COUNTY and CAREHERE, in consideration of the mutual covenants hereinafter set forth, agree as follows:

WITNESSETH:

WHEREAS, CAREHERE contracts with counties to provide for physicians or physician extenders (nurse practitioners or physician assistants) and/or nurses and/or medical assistants to be located at the government agency's place of business to perform certain medical services to the employees of such agencies and/or retirees and/or their dependents, and

WHEREAS, COUNTY desires to contract with CAREHERE and CAREHERE desires to contract with COUNTY for CAREHERE to provide for a physician and nurse to furnish certain onsite medical services to the employees, retirees, and/or COBRA participants of COUNTY and/or their dependents on the terms and subject to the conditions contained herein, and

WHEREAS, COUNTY desires to contract with CAREHERE and CAREHERE desires to contract with COUNTY for CAREHERE to provide, in addition to medical staff, management and non-medical services to assist

physician or physician extenders in providing medical services to COUNTY'S employees, retirees, and/or dependents of each, and

WHEREAS, COUNTY desires to contract with CAREHERE to provide a Health Risk Assessment to all eligible employees and eligible dependents for purposes of identifying high risk individuals and providing the appropriate intervention to improve their health status, and

WHEREAS, COUNTY realizes that CAREHERE may from time to time in order to fulfill this agreement, contract with other vendors to provide materials or services. It is required that all costs associated with those contracts be fully transparent, disclosed and fully passed through to COUNTY without mark up. If other than an arm's length agreement exists between buyer and seller of such materials and services related to this Agreement, then the nature of such arrangement must be disclosed.

NOW, THEREFORE, for good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, COUNTY and CAREHERE hereby agree as follows:

ARTICLE I PROVISION OF PHYSICIAN OR PHYSICIAN EXTENDERS

SECTION 1.01. Provision of Medical Professional. CAREHERE shall furnish a physician(s) or Physician Extenders (Nurse Practitioner(s) or Physician Assistant(s)) and/or nurses (hereafter collectively referred as "Medical Professional"), and/or medical assistants ("Medical Assistant") to be located at the designated site(s) of COUNTY to provide the Medical Services (as defined herein) to the eligible employees, dependents and/or retirees of COUNTY. CAREHERE is not committing to furnish a particular person as the Medical

Professional/Medical Assistant and, at any time and from time to time, CAREHERE may change the Medical Professional/Medical Assistant. CAREHERE shall assume full responsibility for credentialing, interviewing, screening and assuring all medical and non-medical having appropriate credentials. COUNTY shall also have the right to have CAREHERE remove a Medical Professional upon written notice, for cause or for its convenience, which notice shall specify the time by which the physician shall be removed.

As used herein, the term "Medical Services" means, with respect to COUNTY, the medical service CAREHERE has agreed to furnish for a Medical Professional and/or Medical Assistant to be present pursuant to this Agreement. The Medical Services with respect to which CAREHERE has agreed to arrange for a physician/nurse are listed on Exhibit A.

COUNTY and CAREHERE may, at any time and from time to time, amend or supplement Exhibit A by prior written agreement. Any amendment will require written acceptance and approval by the Seminole County Board of County Commissioners. It is anticipated that such changes will require 30-60 days to gain approval.

SECTION 1.02. Standards of Medical Professional Performance. CAREHERE shall contract with an independent Medical Professional such that the Medical Professional is obligated to perform or deliver the following, supported by a Nurse and/or a Medical Assistant under the Medical Professional's direction, control, and supervision.

(a) The Medical Professional shall determine his or her own means and methods of providing Medical Services in connection with this Agreement.

(b) The Medical Professional shall comply with all applicable laws and regulations with respect to the licensing and the regulation of physicians, and shall ensure that the Nurse and/or the Medical Assistant does the same with respect to his/her required licensing and regulation.

(c) The Medical Professional and the Nurse and/or the Medical Assistant shall provide the Medical Services in a manner consistent with all applicable laws and regulations and community standards of care, and in a professional manner consistent with Medical Services provided in the community.

(d) The Medical Professional shall maintain, during the term of this Agreement, Appropriate Credentials including:

(1) A duly issued and active license to practice medicine and prescribe medication in the State of Florida,

(2) A good standing with his or her profession and state professional association,

(3) The absence of any license restriction, revocation, or suspension

(4) The absence of any involuntary restriction placed on his or her federal DEA registration,

(5) The absence of any conviction of a felony, and

(6) Acceptable malpractice history.

(e) In the event that any Medical Professional (1) has his or her license to practice medicine or prescribe medication restricted, revoked or suspended, (2) has an involuntary restriction placed on his

or her federal DEA registration, (3) is convicted of a felony, or (4) is no longer in good standing with his or her professional or state licensing authority, CAREHERE shall promptly remove that Medical Professional and replace such Medical Professional with another Medical Professional that meets the requirements of Section 1.02(d). CAREHERE shall require any Medical Professional to remove and promptly replace any Nurse and/or any Medical Assistant who has his or her professional license restricted, revoked or suspended, is convicted of a felony, or is no longer in good standing with his or her professional or state licensing authority.

CAREHERE will ensure that any Medical Professional, Medical Assistant or other Health Professional with the requirements of this Section 1.02 with respect to performance, licensing, certification, and good standing, as applicable, except as otherwise provided in Section 1.06 with respect to medical doctor. CAREHERE shall require the Medical Professional to notify CAREHERE immediately in the event the Medical Professional learns of the possibility that any of the events specified in Section 1.02 (e) may occur with respect to the Medical Professional, any Medical Assistant or any other Health Professional, and CAREHERE shall immediately notify COUNTY of such notification, and of CAREHERE'S remediation plans.

SECTION 1.03. Scheduling of Services. CAREHERE shall contract with the Medical Professional/Nurse/Medical Assistant for the Medical Professional to provide the Medical Services at the location(s) and within the schedule determined by COUNTY. Both CAREHERE and COUNTY shall agree upon a target clinic opening date for the Medical Provider to begin delivering Medical Services. CAREHERE shall ensure that the

Medical Provider shall begin work on behalf of CAREHERE upon the agreed date of clinic operations.

SECTION 1.04. Place of Services. COUNTY shall provide the Medical Professional examination rooms and other facility that are located at such designated sites of COUNTY. Examination rooms and the facility shall be reasonably satisfactory, in the judgment of CAREHERE for the provision of the Medical Services. CAREHERE shall supply COUNTY with example clinic facility floor plans along with minimum facility requirements including, but not limited to minimum exam room space, cabinetry, counter space, lockable medication storage, internet connectivity, and telephone and fax connectivity. COUNTY agrees to coordinate, manage, fund and oversee construction and/or renovation required to provide the place of Service. COUNTY agrees that the Place of Service will be prepared, cleaned, and ready for CAREHERE to occupy at least two weeks in advance of the targeted clinic opening date.

SECTION 1.05 Equipment and Supplies. Per Article II of this Agreement, COUNTY shall reimburse CAREHERE for the equipment and supplies which are listed, but not limited to, the items listed in Exhibit B (in addition to a chair, a desk, a file cabinet and office supplies, all of which shall also be provided by COUNTY or obtained by CAREHERE after review and approval by COUNTY and submitted to COUNTY for reimbursement). Prior to procurement, both parties must mutually agree and the COUNTY must sign off on the purchase. All property, equipment, and material acquired for the clinic shall become and remain the property of COUNTY. The Medical Professional shall notify, at any time and from time to time, CAREHERE and COUNTY of the quantity of such equipment and such supplies which the Medical Professional reasonably requires in connection with the provision of the Medical Services and

the date by which such equipment and such supplies are required. CAREHERE and COUNTY shall coordinate acquisition of such equipment and supplies pursuant to the County Purchasing Codes, Policies, and Procedures.

SECTION 1.06. Professional Liability Insurance. CAREHERE shall maintain and have in force at all times throughout the term of this Agreement, professional liability insurance covering the acts and omissions of the Medical Professional and all clinic staff, in the minimum annual coverage amounts required by COUNTY with an insurance company rated (A-1) or better by AM best. Coverage shall include any claims made subsequent to termination. COUNTY will require CAREHERE to notify COUNTY immediately in the event he or she does not have the required coverage and will promptly remove and replace such Medical Professional with another qualified Medical Professional. CAREHERE shall provide COUNTY proof of such professional liability insurance prior to initiating services, annually thereafter and anytime upon request by COUNTY.

SECTION 1.07. Responsibilities of Parties. The Medical Professional may be the independent contractor of CAREHERE. CAREHERE shall require the Medical Professional to be solely responsible for his or her actions and/or omissions and the actions and/or the omissions of any agent or any employee used by him or her (including without limitation any Medical Assistant or other Health Professional) in connection with providing the Medical Services contemplated by this Agreement. COUNTY shall not have any control or involvement in the independent exercise of medical judgment by the Medical Professional and/or any Medical Assistant or other Health Professional, and COUNTY

shall not incur any liability for the actions or the omissions of the Medical Professional and/or any agent or any employee used by the Medical Professional (including without limitation any Medical Assistant or other Health Professional) in connection with this Agreement. CAREHERE agrees to indemnify and hold harmless COUNTY from and against any cost, damage, expense, loss, liability or obligation of any kind, including, without limitation, reasonable attorney's fees, which COUNTY may incur in connection with CAREHERE'S provision of services, including all medical health services, under this Agreement. Said indemnity supported by appropriate liability insurance at not less than minimum limits required by COUNTY.

SECTION 1.08. Other Professionals. COUNTY agrees and acknowledges that professional may from time to time have other Health Professionals, as defined the next sentence, assist the Medical Professional and/or replace the Medical Professional during his or her regularly scheduled time at COUNTY'S place of business in the event of an emergency at the hospital or at the Medical Professional's office (provided, however, that CAREHERE will require the Medical Professional to ensure that the services provided by replacement individuals do not exceed the scope of their professional training and licensure). "Health Professional" shall mean a duly licensed nurse, medical doctor, nurse practitioner and licensed physician's assistant. Section 1.07 shall apply in the same manner to the Health Professional as such section applies to the Medical Professional. CAREHERE shall also ensure that all Health Professionals who provide services hereunder have insurance

coverage consistent with the requirements of Section 1.06. The same level of provision of medical professional as set forth in Section 1.01 and professional standards as set forth in Section 1.02 shall apply as well to Health Professionals.

SECTION 1.09. Billing. CAREHERE'S contract with the Medical Professional shall provide that the Medical Professional shall not bill or otherwise solicit payment from employees of COUNTY and/or their dependents, or COUNTY, or from the County Benefit Plan Trust, Medicare or Medicaid for any Medical Services provided by the Medical Professional pursuant to this Agreement.

SECTION 1.10. Medical Records. CAREHERE shall contract with the Medical Professional for the Medical Professional to maintain medical records with respect to all of the patients, all of which medical records shall be maintained in a professional manner consistent with the accepted practice of the community in which the Medical Professional provides the Medical Services in connection with this Agreement. CAREHERE shall also require the Medical Professional comply with the HIPAA privacy standards. All patient records maintained by the Medical Professional in connection with this Agreement shall be the sole property of the Medical Professional and CAREHERE. Such records shall be retained by Medical Professional and CAREHERE within time frame established by the Department of State General Records Schedule. Patients may obtain their records free of charge at anytime

COUNTY understands and agrees that all of the medical records and other protected health information maintained by the Medical Professional will be held by the Medical Professional in strictest

confidence, and that COUNTY will not be entitled to have access to the medical records maintained by the Medical Professional, in the absence of an appropriate written authorization from the patient/employee, except if employee is being treated as a workers' compensation and/or occupational-related patient, pre-employment, drug testing, etc.

SECTION 1.11. Reports. CAREHERE shall provide to COUNTY within 30 days following each month of operations, and more frequently as deemed appropriate by CAREHERE or COUNTY, a written report detailing the provision of the Medical Services by the Medical Professional during the immediately preceding month. In addition, detailed weekly utilization reports will be provided. These reports shall be in a form reasonably satisfactory to each of COUNTY and CAREHERE and shall, at a minimum, contain the following information:

(a) the number of new repeat employees and dependents treated by the Medical Professional during such immediately preceding week,

(b) the number of new and repeat employees for whom work-related treatments were provided,

(c) the number of new and repeat employees for whom primary care services were provided,

(d) list and cost of all pharmacy items dispensed,

(e) list and cost of all laboratory procedures,

(f) list and cost of any charges to be absorbed by COUNTY,

(f) staff hours time in and time out by day, and hourly rate delineated by staff member,

(g) all data from (a) - (f) provided for members of other County/Cities using the County facility delineated by entity,

(h) Through the 1-800 customer care number to be provided by CAREHERE, complaint calls will be tracked and reported monthly.

(i) other data as deemed necessary by COUNTY or CAREHERE in order to maximize the effectiveness of the Clinic and provide appropriate oversight of cost incurred at the Clinic.

SECTION 1.12. Noncompliance by the Medical Professional. In the event that CAREHERE becomes aware of any failure by the Medical Professional to comply with the obligations of the Medical Professional which are contemplated by this Agreement, CAREHERE shall immediately provide written notice to COUNTY of such failure, which written notice shall describe the failure in detail. CAREHERE shall use its best efforts to immediately address such failure. In the alternative, CAREHERE may provide substitution of another person as the Medical Professional. As provided in Section 1.01, COUNTY shall have the right to require the immediate removal of the Medical Professional by CAREHERE.

SECTION 1.13 General Liability. CAREHERE agrees to indemnify, defend and hold harmless COUNTY and the directors, officers, employees, subcontractors and agents of COUNTY from and against any and all claims, loss, liability, and damages, of any nature (including reasonable attorney's fees) arising out of, or in connection with CAREHERE's performance of any of the services provided hereunder, including but not limited to, claims by employees of COUNTY, except to the extent such claims, loss, liability or damage is due to the negligence of COUNTY. COUNTY requires the following levels of coverage provided by an (A-) rated carrier by AM Best:

- Comprehensive General Liability Insurance coverage of \$1,000,000 for single limit bodily injury and property damage and \$2,000,000 aggregate coverage.
- Professional Liability Insurance (malpractice) coverage of \$1,000,000 per incident with an aggregate limit of \$2,000,000.
- Worker's Compensation Insurance coverage for CAREHERE employees will be provided by CAREHERE at the statutory limits.
- Umbrella Coverage with \$2,000,000 limit

SECTION 1.14. Provision of Medical Services. Medical Services to be provided by the independent on-site Medical Professional include but are not limited to the items listed in Appendix A.

SECTION 1.15. Provision of Management Services. Management services to be provided by CAREHERE include but are not limited to the services listed in Exhibit A.

ARTICLE 11 COMPENSATION

SECTION 2.01. Initial Set-Up Fee. COUNTY is responsible for the expense of setting up the clinic. Upon execution of this Agreement, COUNTY shall reimburse CAREHERE up to \$20,000 per site to cover CAREHERE'S purchase of the equipment and the supplies listed on Exhibit B with the amount to be determined by verified invoices for such equipment and supplies submitted by CAREHERE.

SECTION 2.02. Monthly Fee. Monthly invoicing by CAREHERE will commence upon the opening date agreed upon per Section 1.03 of this Agreement. No later than the 30th day of each calendar month immediately following the receipt of the CAREHERE invoice, COUNTY

shall pay to CAREHERE the amount of \$23.00 per eligible employee per month for providing for the Medical Professional and the other services provided under this Agreement during the immediately preceding calendar month.

SECTION 2.03. Additional Fees. At the end of each month, CAREHERE shall submit an itemized request for an amount equal to the sum of the of that month's medical expenditures for all expenses required to operate and maintain the County Clinic in order to provide the Medical Services under this Agreement. These expenses may include, but are not limited to, Medical Professional and Medical Assistant fees, medical supplies, office supplies, equipment and other items that may be required by CAREHERE or the Medical Professional to provide the Medical Services under this Agreement and any sales taxes (federal, state, local or other) incurred by CAREHERE to purchase items necessary to provide the Medical Services under this Agreement. Monthly invoices will include actual billing/invoices from CAREHERE'S vendor(s). COUNTY shall pay CAREHERE such approved amounts invoiced no later than 45 days (per FL Statute 218.74) immediately following the receipt of the CAREHERE invoice.

Charges for Pharmacy, Laboratory, and other services shall be billed monthly and shall be accompanied by the original invoice provided by the actual supplier. COUNTY shall pay no more than the amount billed by the actual supplier and all charges shall be presented at the lowest possible price with full pass-through and transparency of discounts, rebates, marketing reimbursements or other forms of incentives received by CAREHERE or other associated vendors.

COUNTY requests CareHere to consider and coordinate with COUNTY claims that can be charged reasonably and more cost effectively to be paid through the medical insurance program.

SECTION 2.04. Payment of Marketing Fees shall not be permissible under this agreement. Marketing fees refers to but is not limited to commissions, finders fees, referral fees or any other type of compensation to be paid for securing this contract.

ARTICLE III TERM AND TERMINATION

SECTION 3.01. Term. This Agreement shall be for a term of (3) years following the actual opening date of the CAREHERE clinic to commence delivery of care to patients, subject to earlier termination in accordance with this Agreement. Unless either COUNTY or CAREHERE gives written notice of nonrenewal to the other party at least sixty (60) calendar days prior to the initial term or of any renewal term, this Agreement shall be renewed for additional two (2) periods of one (1) year each.

SECTION 3.02 Termination With or Without Cause. This Agreement may be terminated by either COUNTY or CAREHERE, with or without cause, by providing the other party at least ninety (90) calendar days' prior written notice.

SECTION 3.03. Effect of Expiration or Termination. The expiration or the termination of this Agreement shall not affect the obligation of COUNTY to pay compensation to CAREHERE or pay for any outstanding invoice for the period prior to such expiration or termination and shall not affect the obligation of CAREHERE to provide monthly reports for the period prior to the effective date of such expiration or such termination.

SECTION 3.04. Non-Compete. COUNTY acknowledges that CAREHERE has contractual agreements with the Providers (Medical Professionals) that restricts them from providing onsite professional healthcare services to COUNTY for a period of one (1) year in the event of the termination of this agreement.

ARTICLE IV MISCELLANEOUS

SECTION 4.01. Notice. All notices and other communications permitted or required pursuant to this Agreement addressed to the party at the address set forth at the end of this Agreement or to such other address as the party may designate from time to time in accordance with this section 4.01. All notices and other communications shall be (a) mailed by certified or registered mail, return receipt requested, postage pre-paid, (b) personally delivered or (c) sent by telecopy with a receipt confirmation. Notices mailed pursuant to this Section 4.01 shall be deemed given as of three days after the date of mailing and notices personally delivered or sent by telecopy shall be deemed given at time of receipt.

SECTION 4.02. Transferability. Except as provided in Section 4.07, neither COUNTY nor CAREHERE may assign or otherwise transfer this Agreement to a third party without written consent from the other party, which may be reasonably withheld by the other party.

SECTION 4.03. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between COUNTY and CAREHERE with respect to the subject matter hereof and supersedes all prior

agreements. This Agreement shall not be amended or waived, in whole or in part, except in writing signed by both of COUNTY and CAREHERE.

SECTION 4.04. Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the internal laws of the State of Florida.

SECTION 4.05. Non-Disclosure. COUNTY and CAREHERE shall take all reasonable steps to insure that information with terms of this Agreement or with respect to the business of COUNTY and CAREHERE acquired by virtue of the position of the other party under this Agreement shall not be disclosed or used outside of the business of either party; provided, however, the foregoing restriction shall not apply to information (a) provided to government authorities as required by applicable law or applicable regulation or consented to by the patient; (b) furnished to healthcare providers involved in a particular patient's case; (c) which is or becomes public knowledge through no fault party; or (d) which is otherwise required to be disclosed by applicable law or applicable regulation or pursuant to a court order.

SECTION 4.06. Access to Books and Records. CAREHERE and COUNTY agree to provide access to books and records, as they relate to this Agreement, to COUNTY. COUNTY reserves the right to audit records at anytime with reasonable written notice to CareHere.

SECTION 4.07. Successors. This Agreement is binding upon the parties, their successors and assigns. Thirty (30) days notice of any change in majority ownership, management, etc. shall be given the other party by the party experiencing the change. This is addressed in 4.02.

SECTION 4.08. Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.

IN WITNESS WHEREOF, COUNTY and CAREHERE have executed and delivered this Agreement as of the date first above written.

Witness

CAREHERE, LLC

By:

BEN BAKER, Chief Operating
Officer

Print Name

Date: _____

Witness

Print Name

ATTEST :

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____

BOB DALLARI, Chairman

Date : _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners at
their _____, 2009 regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

Exhibit A - Scope of Services

Exhibit B - Sample Exam Room Set Up (Medical Supplies & Equipment)

CareHere, LLC & Seminole County Clinic Agreement

Exhibit A
"Scope of Services"

Medical Services to be provided by the independent on-site Medical Professional may include but are not limited to the following:

- o Chronic illness evaluation, treatment and management
 - o Diabetes
 - o High Cholesterol
- o Acute Conditions
 - o Sore throats/ears/headache
 - o Cough, Sinus
 - o Strains/sprains/musculoskeletal problems
 - o Acute urinary complaints
- o Lab Testing
- o Medication dispensements of drugs on approved COUNTY formulary
- o Occupational Conditions
 - o OJI/Work-related injuries (Workers Compensation Triage)
 - o Minor surgical procedures such as sutures for laceration treatment
- o Employment-Related Activities
 - o Pre-employment and routine physicals
 - o Pre-employment and routine drug testing
 - o Firefighter-fit for duty annual test
- o Personal hygiene related problems
- o Ordinary and routine care of the nature of a visit to the doctor's office

Long Term Prevention Programs Included

- o Annual LabInsight Health Risk Assessment with comprehensive blood draw analysis and booklet
- o Aggregate data analysis from your employee population that allows us to develop just the right programs for you
- o Pharmaceutical Program Management tailored to your specific population
- o Physician/Nurse "Reach Out" Program to touch the people with the highest health risks
- o Population Health Managaement programs targeted for the greatest impact (obesity, diabetes, high blood pressure, etc.)
- o Disease/Case Management - we proactively assign a "coach" to help those employees with the greatest need
- o Self Care Education Tools and manual online and in print form
- o Comprehensive Health Education Training
- o Physician Health Seminars
- o Population Promotion
- o Outreach Programs

Program Enablers and Infrastructure Included

- o 800 Customer Support
- o 24x7 Online Scheduling System
- o Online Medical Management & Tracking System
- o Clinic Best-Practices Sharing
- o Clinic Inventory Management (supplies, medications, etc.)
- o Physician Recruiting
- o Medical Assistant Recruiting
- o Physician Management
- o Medical Assistant Management
- o Analysis, Trends, Reporting & Survey Results

EXHIBIT B

SAMPLE EXAM ROOM SET UP MEDICAL SUPPLIES AND EQUIPMENT

Below is a list that illustrates items that may be required by the Medical Professional to deliver Medical Services in accordance with the Agreement. A detailed list customized to the client and clinic space will replace this sample Exhibit following the "official" Agreement.

* Prior to purchase, CAREHERE will provide medical supply and equipment list with quantities and costs for purchases and the COUNTY will approve and sign-off.

Exam table/stool	Disinfectant
Small refrigerator	Waste cans
Lockable cabinet	Waste can liners
Gooseneck light	Gloves
Diag Set 3.5V Halogen/disposable covers	Suture supplies
Sundry jars	Glucose test supplies
Pillow/pillow covers (cloth and disposable)	Urinalysis supplies
Table paper	Strep testing supplies
Thermometer/disposable covers	Mono testing supplies
4 X 4's	Disposable gowns
Tongue depressors	Disposable drapes
Cotton balls	Thermometer (freezer)
Alcohol	3" Elastic bandage
Alcohol dispenser	Cold pack
Blood pressure cuffs	Emesis basins
Stethoscope	Medications/Injectables (by physician order)
Surgical tape	Lab supplies Tubes, requisitions, tourniquets)
Biohazard bags and Removal Service	Wall Posters, Charts
Biohazard stickers	Small desk and chair (if not provided by Employer)
"Allergic To" stickers	Needles
Sharps containers	Syringes
Computer, Fast Internet Connection, "4 in 1"	Trash removal, Clean-up, and General
Printer/Fax/Copier/Scanner	Maintenance
Fire Extinguisher	